

### III. REMARKS

Claims 1-71 are at issue. Claims 1-16, 32-44 and 58-64 have been allowed. Claims 24-26, 28-30 and 50 have been indicated allowable if rewritten in independent form and claims 66 and 68-70 have also been indicated allowable if written in independent form and if the §112 rejection has been overcome.

Claims 65, 67 and 71 have been amended to indicate that the terms C, k,  $A_1$ ,  $A_2$  and  $A_3$  are constants and r is a radius in order to overcome the rejection of the claims under 35 U.S.C. §112. In view of the amendment, claims 65, 67 and 71 are believed to be allowable under 35 U.S.C. §112.

The rejection of claims 17, 27, 31 and 45 as anticipated by Ryder '968 under 35 U.S.C. §102(b) is respectfully traversed.

Each of claims 17, 27 and 31 specifies a disposable ophthalmic lens used in contact with an eye comprising a contact lens and a holder for supporting the contact lens when the ophthalmic lens is in use and wherein at least a portion of the holder is formed of a material that changes appearance in response to a change in the holder's environment to indicate that the ophthalmic lens should be disposed of. Ryder does not teach a disposable ophthalmic lens that includes a holder for supporting one or more lenses when the ophthalmic lens is in use. Nor does Ryder teach forming a portion of the holder of a material that changes appearance in response to a change in the holder's environment to indicate that the ophthalmic lens should be disposed of. The holder or container in Ryder is not a part of an ophthalmic lens as claimed wherein the holder supports one or more lenses when the ophthalmic lens is in use. In Ryder, the container or holder supports a pair of conventional contact lenses during a sterilization process which by necessity occurs when the contact lenses are not in use. Moreover, the eutectic material of Ryder does not change to indicate that the ophthalmic lens should be disposed of as recited in claim 17. In Ryder, the eutectic material merely indicates that the conventional

contact lens is sterilized and ready for use. Because Ryder '968 does not teach the invention of claim 17 or claims 27 and 31 which are dependent thereon, these claims are believed to be allowable under 35 U.S.C. §102.

Claim 45 specifies a disposable ophthalmic lens that includes a plastic holder supporting one or more lenses when the ophthalmic lens is in use and a sterile contact lens formed of a transparent plastic material mounted in the holder wherein the holder and contact lens are disposable after use. Ryder '968 does not teach such a disposable ophthalmic lens. As noted above, the container or holder of Ryder does not support the conventional contact lenses of Ryder when the contact lenses are in use but supports the lenses when they are not in use but are undergoing sterilization. Moreover, Ryder '968 does not teach a disposable ophthalmic lens wherein the holder and contact lens are intended to be disposed of after use as opposed to being re-sterilized. Because Ryder '968 does not teach an ophthalmic lens as recited in claim 45, claim 45 is believed to be allowable under 35 U.S.C. §102.

The rejection of claims 17-23, 45 and 46 as obvious under 35 U.S.C. §103(a) in view of Ryder '968 is respectfully traverse. As discussed above, Ryder does not teach an ophthalmic lens that includes both a contact lens and a holder for supporting the contact lens when the ophthalmic lens is in use. There is no suggestion whatsoever to modify Ryder so that the container thereof can support the conventional contact lenses when they are in use, i.e., in contact with the eye. The holder or container of Ryder is for supporting the conventional contact lenses only when the contact lenses are not in use, i.e., not in contact with an eye. Because Ryder does not teach the invention set forth in claims 17-23, 45 and 46 nor does Ryder provide any suggestion to modify its teachings to show the invention set out in these claims, Ryder cannot make obvious the claims under 35 U.S.C. §103. Therefore, claims 17-23, 45 and 46 are believed to be allowable under 35 U.S.C. §103.

The rejection of claims 45-49 and 51-57 as obvious under 35 U.S.C. §103(a) in view of Johnson et al. '323 is respectfully traversed.

Johnson et al. '323 discloses a conventional ophthalmic lens that is intended to be sterilized after each use so that it can be reused. This is contrary to the present invention as set forth in claims 45-49 and 51-57 which recite a disposable ophthalmic lens wherein the holder is formed of a plastic and the contact lens is formed of a plastic so that the ophthalmic lens can be disposed of after use as recited in the claims. Moreover, the disposable ophthalmic lens is packaged with a sterile contact lens so that the ophthalmic lens can be used without the eye specialist having to sterilize the ophthalmic lens first. The package maintains the ophthalmic lens in a sterile condition until it is used and after use the ophthalmic lens comprising the holder and contact lens is intended to be disposed of. Johnson et al. does not provide any suggestion whatsoever to form the lenses taught therein of plastic and to form the holder of plastic so that the ophthalmic lens can be disposed of after use. Nor does Johnson et al. teach an individual package for a sterile contact lens as claimed so that the ophthalmic lens can be used immediately when the package is opened and then disposed of after use. Because Johnson et al. does not teach the disposable ophthalmic lens of claims 45-49 or 51-57 or provide any suggestion to modify its teachings to show the claimed invention, Johnson et al. does not make the claimed invention obvious under 35 U.S.C. §103. As such, claims 45-49 and 51-57 are believed allowable under 35 U.S.C. §103.

Claims 1-71 are believed to be allowable for the reasons discussed above.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,

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